

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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 TABLE OF CONTENTS

SECTION	PROVISION	SEC L PAGE
L.1	CONTRACT FOCUS	1
L.2	INSTRUCTIONS--GENERAL.....	1
L.3	INSTRUCTIONS--VOLUME I, THE OFFER.....	2
L.4	INSTRUCTIONS--VOLUME II, OTHER WRITTEN INFORMATION.....	5
L.5	INSTRUCTIONS - ORAL PRESENTATION	12
L.6	FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)	16
L.7	FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997).....	16
L.8	DEAR 952.211-70 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996).....	21
L.9	FAR 52.216-1 TYPE OF CONTRACT (APR 1984)	21
L.10	FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998).....	21
L.11	FAR 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS (JAN 1999).....	22
L.12	FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)	22
L.13	FAR 52.225-13 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (MAY 1997) – ALTERNATE I (MAY 1997)	22
L.14	FAR 52.233-2 SERVICE OF PROTEST (AUG 1996).....	23
L.15	DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)	24
L.16	DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996).....	24
L.17	DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (APR 1984).....	24
L.18	DEAR 970.5204-ZZ LIMITATION ON FEE (MONTH YEAR TBE)	24
L.19	DEAR 970.5204-73 NOTICE REGARDING OPTIONS (JUN 1996).....	25
L.20	CONTENT OF RESULTING CONTRACT.....	25
L.21	DOE ISSUING OFFICE	25
L.22	TIME, DATE AND PLACE OFFERS AND OTHER WRITTEN INFORMATION ARE DUE.....	25
L.23	SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)	26
L.24	OFFER ACCEPTANCE PERIOD	26
L.25	NUMBER OF AWARDS.....	27
L.26	FALSE STATEMENTS.....	27

L.27 EXPENSES RELATED TO OFFER AND OTHER WRITTEN INFORMATION..... 27

L.28 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION 27

L.29 COMMITMENT OF PUBLIC FUNDS..... 27

L.30 COMMENTS OR QUESTIONS ON SOLICITATION 27

L.31 NOTICE OF LABOR PROVISIONS..... 28

L.32 RESPONSIBLE PROSPECTIVE CONTRACTORS 28

L.33 INFORMATION OF AWARD 28

L.34 DISPOSITION OF OFFERS AND OTHER WRITTEN INFORMATION..... 28

L.35 (RESERVED) 28

L.36 ALTERNATE OFFERS..... 28

L.37 AVAILABILITY OF REFERENCED DOCUMENTS AND ORGANIZATIONAL INTERNET URL ADDRESS
INFORMATION..... 28

L.38 TRANSITION CONTRACT 29

L.39 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR..... 29

L.40 CLASSIFIED MATERIAL..... 29

L.41 OFFEROR INTENTION TO SUBMIT AN OFFER..... 30

L.42 REQUIREMENT FOR GUARANTEE OF PERFORMANCE 30

L.43 MODEL PERFORMANCE GUARANTEE AGREEMENT 31

L.44 OFFEROR QUESTIONS 31

L.45 LIST OF ATTACHMENTS TO SECTION L..... 31

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 CONTRACT FOCUS

The INEEL is a science-based, applied engineering national laboratory with EM as its present lead office. It couples scientific, engineering, systems, and business management expertise through operational excellence to execute multi-programmatic missions for the Department of Energy. During the INEEL's history, Nuclear Energy, Defense, and Energy Efficiency have all sponsored major efforts in R&D, testing, and operations. The EM Program now constitutes the major portion of current and future missions, although other user organizations utilize the unique facilities and operations that comprise the INEEL. The primary focus of this contract will be to execute the EM Program's cleanup mission while developing and strengthening the quality and depth of the science underpinning of the INEEL research and development portfolio in support of national missions. The INEEL serves in a leadership role in the provision of science and technology support to the national EM program. This will involve aggressively expanding the contributions to EM nationally, as well as leveraging this science, applied science, and engineering capability to NE, NN, EE, EH, FE, DP, ER and other customers. The INEEL also serves as an NE lead laboratory, and it is planned that the INEEL will increase its contribution to broader national environmental and energy missions. An important benefit and emphasis derived from implementation of these INEEL missions is technology leveraging, which will remain a continuing focus. Significant progress and success is expected in the initial contract period, to build a base for a long-term relationship. The overall performance of the Contractor during the initial contract period will be critical in justifying the exercise of option periods, as well as impacting any competitions that may follow.

L.2 INSTRUCTIONS--GENERAL

- (a) Offerors are expected to be sufficiently knowledgeable of the missions, the operating and political environment, and administrative procedures of the INEEL to adequately prepare their offer and other written information to be submitted under this solicitation. Information relating to operational philosophy, strategic plans and technical programs is available from various documents on the Internet as referenced in Section L, Attachment A. Section C, Statement of Work, contains descriptions of the INEEL missions and facilities that the offeror will be proposing to manage and operate.
- (b) The term "offeror" as used in this Section L may be a single entity, a consortium, a joint venture or any other teaming arrangement that may be proposed. When the term "offeror" is used, it should be deemed to include major subcontractors and/or teaming partners.
- (c) This solicitation requires offerors to submit both written information and to participate in an oral presentation. For purposes of this solicitation, the terms "offer" and "proposal" are synonymous and do not include "other written information" or the oral presentation, neither of which constitute offers.
- (d) This solicitation requires offerors to submit two volumes of written information as follows:
 - Volume I – The Offer – Original and Three Copies plus Two Diskettes or CD-ROMs
 - Volume II – Other Written Information – Original and Ten Copies plus Two Diskettes or CD-ROMs

The diskettes must be clearly labeled, 3.5-in. IBM compatible and readily readable by Microsoft Office 97. CD-ROMs (if submitted) must have similar capabilities.

- (e) Page Limitations. Since a significant portion of the evaluation will be based on an oral presentation there are no specific page limitations on required written information **unless specified elsewhere in Section L.** However, offerors should recognize the value in concise and readable written material.

Wherever page limitations are specified, the following restrictions shall apply:

- Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the bulleted text below can be used for this information, however, other text reductions are unacceptable. When both sides of a sheet display printed material, they will be counted as two (2) pages.
- Graphs, tables and spreadsheets where necessary must be 8 point or larger using a Courier, Geneva, Arial or Universal font type. All other text shall be typed using 11 point (or larger), single spaced, using a Courier, Geneva, Arial or Universal font type.
- Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume and each side (front or back) of a foldout is considered two pages for purposes of determining the number of pages. When both sides (front and back) of a foldout display contain printed material, they will be counted as four pages. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.
- Offers and other written information will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitations.
- Tables of Contents, Lists of Figures, dividers, tabs or similar inserts are not counted as a page.

L.3 INSTRUCTIONS--VOLUME I, THE OFFER

Volume I, The Offer, which shall include the following documents (in the order listed):

- (a) Standard Forms (SF) 33 fully executed.

Section A of this solicitation contains three Standard Form 33 documents – one for each of the two contracts to be awarded under this solicitation (the INEEL M&O contract and a separate transition contract). Offerors must submit three original signed copies of each of the two separate SF 33 documents fully compliant with the requirements of this solicitation provision L.3 (a).

The person signing the SF 33s must have the authority to commit the offeror to all of the provisions of the model contracts, fully recognizing that the Government intends to make an award without further discussion if it so elects. Offerors do not need to submit the model contracts with their offers. Whenever the words "Solicitation No. DE-RP07-99ID13727" or "RFP No. DE-RP07-99ID13727" appear in the model contract of this solicitation, they shall be deemed to read "Contract No. DE-AC07-99ID13727" in the signed contract for management and operation of the INEEL.

In Block 14 of all SF 33s, the offeror must acknowledge receipt of all amendments to this solicitation as required by the Section L provision at FAR 52.215-1.

By signing and submitting the SF 33, the offeror commits to accept the model contracts [(i) Sections A through K of this solicitation for management and operation of the INEEL; (ii) Section L, Attachment I for transition] as written and to comply with the other provisions and conditions of the solicitation. It is important to note that any exceptions or deviations taken to the terms of these model contracts will constitute a deficiency which will make the offer unacceptable. An offeror may correct a deficiency only during discussions, and offerors are advised that the Government intends to award a contract without discussions.

- (b) Fully completed and executed Section K, Representations, Certifications, and Other Statements of Offerors.
- (c) Fully completed and executed Performance Guarantee Agreement (See Section H Clause entitled "Performance Guarantee Agreement," Section L provision entitled "Guarantee of Performance" and Section L, Attachment G "Model Performance Guarantee Agreement"). This Agreement will become part of the contract as Section J, Attachment F.
- (d) Completed Section B, Table B.4.1, for the proposed Fee Discount Factors for the contract period of performance. This information must match that information required under L.4 (h), Table L.4.2.
- (e) Completed Schedule A-1 Listing of Key Personnel in Section J, Attachment A.
- (f) Completed and acceptable "master" Small Business Subcontracting Plan (covering the five-year performance period) which contains all the elements required by the Section I clause entitled "Small Business Subcontracting Plan." This Plan will become part of the contract as Section J Attachment D. (No page limitation, however, the format in Section L, Attachment D must be followed)

The submitted goals must equal or exceed those currently in place in the LMITCO FY 1999 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (available in "INEEL M&O Solicitation/Reference Documents" at <http://www.id.doe.gov>)

and shown on the following page:

ANNUAL PERCENTAGE SUBCONTRACTING GOALS BASED ON TOTAL ESTIMATED PROCUREMENT DOLLARS OF \$150,000,000		
CATEGORY	GOAL PERCENT	ANTICIPATED ANNUAL DOLLARS
Small Business (SB) Total	50.0%	\$75,000,000
Small Disadvantaged Business (SDB)	9.0%	\$13,500,000
8(a) Awards	2.5%	\$ 3,750,000
HUBZone Small Business	6.0% *	\$ 9,000,000
Woman-Owned Business (WOB)	5.0%	\$ 7,500,000
Native American-Owned Business (NAB)	1.0%	\$ 1,500,000
Total Idaho Dollars Includes large and small businesses	25.0%	\$ 37,500,000
Total Idaho Activity Includes large and small businesses	80.0%	N/A

The FY 2000 annual plan will be submitted by the successful offeror, and negotiated and approved by DOE during the transition period. Updated Plans will be negotiated and approved by DOE each fiscal year thereafter,

* HUBZone small business requirements shall be 6.0% for FY 2000, 8.0% for FY 2001, 10.0% for FY 2002, 12.0% for FY 2003, and 12.0% for FY 2004

- (g) Completed and acceptable Community and Economic Development Plan.

In order to be considered acceptable the plan must provide:

- (1) Local and regional community and economic development contributions of at least \$800,000 per year for the five-year basic period of the contract. This will include investment in the community such as local and regional Economic Development Councils, Chambers of Commerce and Community Reuse Organizations.
- (2) Total direct and indirect participation in a goal for the creation of 2,400 jobs over the five-year basic performance period of the contract (refer to Section J, Attachment O for information and requirements related to job creation); and
- (3) Support of such activities as food banks, downtown street festivals, fundraising events, symphonies as well as furnishing loaned executives and encouraging employee participation on various charitable and community boards.

Volume I in its entirety shall be provided on diskette or CD-ROM.

(continued on following page)

L.4 INSTRUCTIONS--VOLUME II, OTHER WRITTEN INFORMATION

The presentation medium by which the offerors will be evaluated and the related instructions by evaluation factor is in accordance with the following Tables L.4.1a & L.4.1b.

Table L.4.1a – Technical, Business Management and Resource Excellence Factors (point scored – see Section M)

Evaluation Factors No. and Description		Presentation and Evaluation Medium
A	Technical	
A-1	Program Accomplishment	Oral - See L.5
A-2	Laboratory Development	Oral - See L.5 & Written – See L.4 (e)*
A-3	Environment, Safety, Health and Quality Assurance	Oral - See L.5
A-4	Transition Plan	Written – See L.4 (g)
B	Business Management	
B-1	Management Organization	Oral - See L.5
B-2	Management Systems Integration	Oral - See L.5
B-3	Business Approach	Oral - See L.5 & Written – See L.4 (f)**
C	Resource Excellence	
C-1	Offeror Experience and Past Performance	Written - See L.4 (a), (b) & (c)
C-2	Key Personnel Qualifications	Written - See L.4 (d)

* In addition to an evaluation based on the oral presentation, the evaluation of A-2 Subfactor (a) Short- and Long-Term Laboratory Development will also include an evaluation of Long Range Plan written information submitted per L.4 (e).

** Business Approach will be evaluated based on the oral presentation except SDB targets will be evaluated solely on written information submitted per L.4 (f).

Table L.4.1b – Cost and Fee Factors (not point scored – see Section M)

D	Cost and Fee	
D-1	Fee Discount Factor	Written - See L.4 (h)
D-2	Management Structure Cost	Written - See L.4 (i)
D-3	Transition Cost	Written - See L.4 (j)

Volume II, Other Written Information, shall include the following documents (in the order listed):

(a) **Offeror ES&H Past Performance Information.**

Using the form in Section L, Attachment E, the offeror shall provide the requested ES&H past performance information for fiscal or calendar years 1994 through 1998. The information shall be provided for each member of the offeror's team. Copies of any reports and documentation for any related regulatory oversight enforcement actions shall be made available to the Source Evaluation Board at the time of the oral presentation.

This information will be evaluated under Evaluation Factor C-1.

(b) **Offeror Experience and Past Performance Written Summary.**

Twenty page limitation.

The offeror shall provide a summary of corporate experience and past performance. It shall include a description of how any performance problems, difficulties, or challenges were resolved and the proposed application of these at INEEL. At a minimum, the offeror shall describe corporate experience and past performance regarding the following:

- (1) Execution of work similar to the Statement of Work in type, scope, complexity, dollar value, and risk.
- (2) Noteworthy management initiatives leading toward operational excellence, especially related to ESH&QA.
- (3) Development and implementation of project strategies, plans, budgets, baselines, integrated site baselines and critical path analyses, status tracking, monitoring, reporting, and corrective action implementation.
- (4) Managing regulatory compliance programs and regulatory interfaces.
- (5) Management of large, complex projects including those projects utilizing teaming partners.
- (6) Management of significant research and development organizations or organizational components.
- (7) Experience in dealing with unique technical challenges and technology issues.
- (8) Corporate support to program missions.
- (9) Management of complex human resource and labor relations issues to include: compensation philosophy and strategy; experience with construction, maintenance, and operating unions; and, experience with handling skills mix changes.
- (10) Experience in dealing with tribal officials, stakeholders, regulators, and the media.
- (11) Managing R&D individually and in collaborative arrangements to include commercial results.
- (12) Recognized accomplishments, awards, professional licenses and certifications.

This information will be evaluated under Evaluation Factor C-1.

(c) **Offeror Experience and Past Performance Reference Information.**

Each offeror shall prepare a written Reference Information Form for each reference submitted. The format to be followed is in Attachment C to Section L. References shall be provided for all contracts or subcontracts, with average annual sales of at least \$25 million, either active or completed in the last three years in fields relating to the Statement of Work in this RFP. This includes any contracts terminated (partially or completely) during this period. These references must be provided for each corporate entity of the offeror's team.

Offerors are advised that: (i) the Government may contact any or all references in the offer and other written information and third parties (e.g., other Government contractors, other Federal agencies, State Governments, regulators, etc.) for performance information and (ii) DOE reserves the right to use any available information (from offeror provided sources or external sources) as part of its evaluation of the offeror. A sample questionnaire for collecting past performance information is in Section L Attachment C.

So the Government may expedite its evaluation process, it is requested that offerors voluntarily submit these Section L, Attachment C Reference Information Forms within 21 days after issuance of the solicitation. However, offerors are not required to do so and under the provisions of FAR 52.215-1, these forms are not considered late until the date and time for receipt of offerors listed in the provision entitled "TIME, DATE AND PLACE OFFERS AND OTHER WRITTEN INFORMATION ARE DUE."

This information will be evaluated under Evaluation Factor C-1.

(d) **Key Personnel Qualifications Reference Information.**

The offeror shall provide written resumes for the proposed Key Personnel, as follows:

- (1) The senior management official assigned to the INEEL contract. The resume should include a specific, detailed description of experience and capability managing a large, diverse operation or program including an R&D function, use of technology to ensure successful operational or programmatic execution, a description of experience in external affairs and communications, community involvement and development, and intergovernmental relations, and relations with a represented and nonrepresented workforce.
- (2) Laboratory Director (if not covered by (1) above), or equivalent. The individual proposed for the Laboratory Director position should be terminally degreed in a field of science or engineering science, and possess the national reputation and exceptional scientific and management credentials commensurate with management responsibilities involved with leading the national laboratory component (Research and Development as opposed to Operations) of the INEEL. The curriculum vita should reflect the professional and academic standing, accomplishments as evidenced by publications authored (e.g., peer-reviewed journals, books), scientific affiliations, and positions of management responsibility held in organizations conducting significant and diverse research and development.
- (3) Key personnel from the following functions:

Nuclear Operations

ESH&QA
Waste Management
Environmental Restoration
Infrastructure
Business Manager (CFO)
Human Resources
Public/Intergovernmental Affairs
Commercialization/Technology Transfer (should include significant private sector experience in management and licensing of intellectual property)
Transition Manager

- (4) Other Key Personnel of the offeror's management team that the offeror considers essential to accomplish the Statement of Work.

Resumes shall address specific information on the qualifications, experience, and demonstrated performance relevant to their proposed position, including individual leadership qualities. Each resume shall follow the format shown in Section L, Attachment B. Additionally, each resume should specifically address appropriate personal experience and accomplishments, relevant to their assigned positions, for the twelve corporate experience elements under L.4 (b). Offerors are advised that the Government may contact any or all references in the resume and third parties. DOE reserves the right to use any information received as part of its evaluation of the management team.

So the Government may expedite its evaluation process, it is requested that offerors voluntarily submit these Section L, Attachment B Resumes within 21 days after issuance of the solicitation. However, offerors are not required to do so and under the provisions of FAR 52.215-1, these forms are not considered late until the date and time for receipt of offers listed in the provision entitled "TIME, DATE AND PLACE OFFERS AND OTHER WRITTEN INFORMATION ARE DUE."

This information will be evaluated under Evaluation Factor C-2.

(e) **Long-Range Plan**

Ten page limitation.

The present INEEL Long Range Plan reflects the overall vision for the Laboratory's future. The offeror shall review the existing Long Range Plan and prepare a written summary Plan suggesting revisions, refinements and proposed approach to implementation of its revised INEEL Long Range Plan. This will include an approach for developing and strengthening the quality of the science underpinning of the INEEL research and development portfolio in support of national missions.

This information will be evaluated under Evaluation Factor A-2 Subfactor (a).

(f) **Small Disadvantaged Business Participation Program Targets**

Three page limitation.

The offeror shall provide written Small Disadvantaged Business Participation Program targets in accordance with the instructions found in paragraph (b) of the Section L provision of this solicitation entitled FAR 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS (JAN 1999).

These targets will be evaluated under Evaluation Factor B-3, and will become part of the contract as Section J, Attachment P.

(g) **Transition Plan**

Ten page limitation.

The offeror shall provide a written transition plan that describes its approach for providing a smooth and orderly transition; planned interaction with LMITCO and DOE; minimizing impacts on continuity of operations; identifying key issues and milestones; and resolving barriers to a smooth transition.

This information will be evaluated under Evaluation Factor A-4.

(h) **Fee Discount Factor**

- (1) Section B.4 of the model contract documents the maximum total available fee for the contract. In accordance with DEAR 970.15404-4-4-1, offerors are invited to propose fees less than the maximum total available fees specified in this solicitation. Accordingly, the offeror shall submit its proposed fee discount factor in Column C for the five-year basic contract period FY 2000 to FY 2004 and total available fee in Column D below for the first six-month period of FY 2000.

Table L.4.2

Fiscal Year (A)	Government Specified Maximum Total Available Fee (B)	Offeror Proposed Fee Discount Factor* (C)	Offeror Proposed Total Available Fee (B) – [(B) X (C)] = (D) (D)
FY 2000 (Oct-Mar)	\$10,000,000		
FY 2000 (Apr-Sep)	TBD**		TBD**
FY 2001	TBD		TBD
FY 2002	TBD		TBD
FY 2003	TBD		TBD
FY 2004	TBD		TBD

* Expressed as a percentage to the nearest tenth (e.g., 15.4%)

** Potential exists for this amount to be up to \$18,000,000 depending on the number of performance based incentives implemented (See Section H Clause Entitled PERFORMANCE BASED INCENTIVES – INCENTIVES AND GOALS).

- (2) The Government contemplates award of a cost-reimbursement Performance-Based Management Contract with mixed fee incentives, pursuant to proposed Department of Energy Acquisition Regulation 970.15404-4-3. The total available fee for this contract will be composed of an award fee element and specific performance-based incentive fees. For the purpose of this solicitation, fee amounts shall not exceed the total available fee negotiated per the DOE fee policy.

- (3) If the offeror is not a single entity, In structuring teaming arrangements, offerors are hereby notified that it is the Government's intention that the total available fee pool (see Section B) will be the fee shared by all team members regardless of their affiliation, e.g. partner, LLC or subcontractor. The Government will not allow a separate fee calculation for any proposed team member when establishing the fee base in accordance with DEAR 970.15404-4-6. The percentage of fee for each team member/subcontractor will be the responsibility of the members.

This information will be evaluated under Evaluation Factor D-1.

(i) **Management Structure Cost**

No page limitation

In order to adequately evaluate the actual cost impact of each offer, an analysis must be performed of the net labor cost (including benefits) of the proposed new management team (including support personnel). The offeror shall provide a list of each management-level position employee they intend to mobilize to the INEEL and the annual salary cost plus benefits for each such employee. The offeror shall complete and submit the table entitled "MANAGEMENT STRUCTURE PROPOSED COST" found at Section L, Attachment H.

This information will be evaluated under Evaluation Factor D-2.

(j) **Transition Cost**

The transition period (anticipated dates are July 1, 1999 to September 30, 1999) will be covered by a separate contract on a cost-reimbursement (no fee) basis, subject to the cost principles of FAR Part 31 and DEAR Part 931.

The offeror shall provide a transition cost estimate that addresses the following elements.

- (1) A cost breakdown that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the offeror's preferred format but shall address the total cost of the transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including number of personnel and dollars), fringe benefits, indirect cost allocations (by pool type and rate), relocation, travel, facilities, materials, supplies, subcontracts, and all other cost elements related to the period of transition. *(Ten Page Limitation)*

This information will be evaluated under Evaluation Factor D-3.

- (2) While certified cost or pricing data is not required from offerors, if the Contracting Officer requires additional cost information in order to determine a fair and reasonable estimated cost and cost realism, certified cost or pricing data and a Certificate of Current Cost or Pricing Data may be required.

(k) **Other Required Written Information**

- (1) Oral Presentation Slides. The offeror shall submit paper copies of the slides to be used in the introduction portion of the oral presentation (see instructions for oral presentation under L.5). The copies may be in color (if they are to be so presented). Only those slides that will be presented shall be submitted. The evaluators will not read the overhead slides as stand-alone documents, but only as visual aids to the oral presentation. Changes to the slides between the time of submitting the Other Written Information and the oral presentation are not allowed. It is to the offeror's advantage to structure the slides in a font and style that maximizes readability.

Offerors are reminded to consider marking the slides with the restrictive legend found at FAR 52.215-1(e).

This information will be evaluated under Evaluation Factors A-1, A-2, A-3, B-1, B-2, and B-3.

- (2) The offeror shall submit a Disclosure Statement in accordance with the provision at FAR 52.230-1, Cost Accounting Standards Notices and Certification. If the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this offer the offeror must provide the information requested in paragraph (c) of Part I of FAR 52.230-1. To comply with the requirements of this solicitation, however, offerors must submit a copy of any disclosure statement, as well as points of contact for all approved statements to DOE.
- (3) The offeror shall submit published financial statements for the five most recently completed annual accounting periods. Include Balance Sheet, Statement of Operations (Profit and Loss Statement), and Statement of Changes in Financial Position (Working Capital Basis). The opinion of the offeror's independent auditor should accompany the financial statements. Also, provide the offeror Dun & Bradstreet LTD., "DUNS", number. This information will be used to determine financial responsibility prior to contract award, and will be considered in evaluating the offeror's capability to perform.
- (4) Administrative information, to include:
- (i) The name, title, address, telephone number, FAX number and e-mail address of the individual in the offeror's firm to be contacted, if necessary, during evaluation of the offer.
 - (ii) The complete formal name and address of the offeror organization and/or other participants which would be utilized in any resulting contract.
 - (iii) The name and address of the organizational unit (separate business entity) to be responsible for the work proposed.
 - (iv) The name, title, address, telephone number, FAX number and e-mail address of representatives of the Government having administrative cognizance over previous or current activities associated with the proposed work, such as contract administration, audit, and Equal Employment Opportunity (EEO).

No page limitation for Other Required Written Information.

Volume II in its entirety shall be provided on diskette or CD-ROM.

L.5 INSTRUCTIONS - ORAL PRESENTATION

- (a) After submission of the offer and other written information, each offeror shall participate in an oral presentation to the Government's Source Evaluation Board and other Government representatives who are necessary for the evaluation of offers. The purpose of the oral presentation is to evaluate the offeror's potential capability to perform through its demonstrated approach, understanding and knowledge of the requirements of the prospective contract and statement of work. The oral presentation will not constitute a part of the offer, and it is not the Government's intent to incorporate any portion of the oral presentation into any contract resulting from this solicitation. The oral presentation will not constitute "communications" or "discussions" as defined in FAR Part 15 nor will it obligate the Government to conduct discussions, to solicit offer revisions or to solicit final proposal revisions.
- (b) Oral Presentation. The oral presentation consists of three parts: an open presentation; a problem set presentation; and a response to clarification questions.
 - (1) Open Presentation. After a brief introduction, offerors will be given four hours of open presentation time to present any material which will reflect on its potential capability to perform through its demonstrated approach, understanding and knowledge of the requirements of the prospective contract and statement of work. To avoid interfering with each offeror's allotted time, questions from the Board during the open presentation will only be asked if needed to provide immediate clarification that cannot wait until the presentation is concluded, e.g., unfamiliar words or terms or to request that the speaker repeat something that was not heard clearly. The Board will evaluate the open presentation against Evaluation Factors A-1, A-2, A-3, B-1, B-2 and B-3.
 - (2) Problem Set Presentation. At the conclusion of the open presentation, the offeror will be given two hypothetical challenge problems to test its capability to function as a team and to effectively resolve problems at the INEEL. A two-hour break will be provided for preparation time and then the offeror will be provided a period of one hour to present its proposed solution and approach to resolve the problems. The Board will evaluate the problem set presentation against Evaluation Factors A-1, A-2, A-3, B-1, B-2 and B-3.
 - (3) Clarification Questions. At the conclusion of the problem set presentation, the offeror may be asked clarification questions to facilitate the Board's understanding of the entire oral presentation. This process constitutes clarification of the oral presentation and shall not be used to cure deficiencies or weaknesses in the offer or in any way revise the offer. These clarifications are not "discussions" as defined at FAR 15.306(d). The Board will evaluate the responses to clarification questions (if any) against Evaluation Factors A-1, A-2, A-3, B-1, B-2 and B-3.
- (c) Schedule. DOE will schedule the oral presentations based on a drawing of lots and will notify each offeror within five working days after the date for receipt of offers and other written information of the date, time, location, and other instructions related to its oral presentation. The oral presentations will commence approximately ten working days after the date for receipt of offers. DOE reserves the right to reschedule an offeror's presentation at its discretion; and, DOE will not consider requests from offerors to

reschedule their presentation, except under extenuating circumstances, e.g., personal sickness or emergency. The schedule for each offeror's oral presentation will be as shown below. The Board will strictly enforce the time limits. Offerors will be given latitude to space the two 15-minute breaks during the open presentation. However, the two breaks must be reasonably spaced over the total period and are required to be utilized. If not scheduled during the presentation by the offeror, two 15-minute breaks will be enforced by DOE.

The time schedule for the offeror's assigned oral presentation day is as follows:

Times		Activity
From	To	
7:40 a.m.	8:00 a.m.	DOE/Offeror Introductions and Instructions
8:00 a.m.	12:00 p.m.	Offeror's Open Presentation (includes two 15-minute breaks)
12:00 p.m.	12:10 p.m.	Issuance of Problem Set to Offeror (w/ instructions)
12:10 p.m.	2:10 p.m.	Lunch/Break
2:10 p.m.	3:10 p.m.	Problem Set Presentation by Offeror
3:10 p.m.	Conclusion*	Clarification Questions from DOE (*NTE two hours)
Closeout		NTE 15 minutes

- (d) Presenters and Attendees. The offeror representatives for the oral presentation must include the Key Personnel responsible for the following functions and whom the offeror will actually employ under the prospective contract* to perform these functions:

- Senior Management Official at the INEEL
- Laboratory Director
- Nuclear Operations
- ESH&QA
- Waste Management
- Environmental Restoration
- Infrastructure
- Business Manager (CFO)
- Commercialization/Technology Transfer
- Human Resources
- Public/Intergovernmental Affairs

* Except up to two corporate officers not employed on the contract may attend and two operators may attend to support presenters in set-up and operation of the slide presentation equipment.

No other officers, employees, consultants, agents, or other representatives not meeting the above criteria may attend. The offeror shall limit its total number of representatives in attendance to nineteen (19).

The offeror shall not include any individuals identified in the Section H Clause entitled **“ESSENTIAL PERSONNEL & ORGANIZATIONAL PRACTICES AND POLICIES.”**

- (e) Method of Presentation. To make the presentation, the offeror may only use overhead, 35 mm, and/or computer generated slides. No video presentations, posters, flipcharts or

wallcharts will be allowed. Materials shall be suitable for oral and visual presentation and shall be numbered such that all presented material can be tracked. The offerors will not be permitted to make audio or video recordings, but the Government will make a video recording (including audio) of the oral presentation for its own use.

The offeror has two options for the location of the oral presentation – the Government's facility or one of its own choosing, subject to the restrictions herein. (i) If the offeror elects to hold the presentation at the Government's facility, the Government will provide only a projection screen for the offeror's use during the oral presentation. Any other equipment must be supplied by the offeror. (ii) If the offeror elects to provide its own facility, it must be located within a two-mile radius of downtown Idaho Falls, ID and must accommodate fifteen (15) Government attendees. Also, the offeror shall provide any needed presentation supplies and equipment, since none will be furnished by the Government off-site. Offeror's shall notify the SEB Chairperson of their preference in writing within 24 hours after the time and date offers and other written information are due.

- (f) Copies of Presentation. A paper copy of the offeror's open presentation materials is required under the Section L provision entitled "INSTRUCTIONS – OTHER WRITTEN INFORMATION" and is subject to the Section L provision entitled "INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION." No modifications or substitutions will be accepted after the offer due date. Only those materials submitted with the "Other Written Information" and presented during the allotted time for the open presentation will be considered in the evaluation of the open presentation. Additional material will not be accepted. Any slides submitted with the "Other Written Information" but not actually presented in the open presentation will be discarded and will not be evaluated. Copies of the presentation materials need not be provided at the oral presentation.

- (g) Content of Oral Presentation.

The oral presentation should relate to the statement of work and be based on the following information relating to the evaluation factors in this solicitation:

Technical

Factor A-1 Program Accomplishment

- (a) EM Programs.

- (i) Approach for execution and demonstrated understanding of EM work described in the Idaho "Paths to Closure" in light of the funding constraints (See INEEL Funding Profile and supplemental information in Section L, Attachment F), and in consideration of compliance requirements of the Spent Fuel Settlement Agreement and FFA/CO; (ii) approach for prioritization of compliance, operations, R&D and any other activities competing for available funds; (iii) identification of key issues expected in the INEEL EM Program and complex-wide EM issues affecting the INEEL; (iv) identification of key activities to support DOE's regulatory interfaces to ensure that compliance is maintained; (v) approach for infusion of new technologies or other innovative approaches to enhance efficiencies and optimize scope, schedules, and costs; and (vi) approach for utilization of appropriate make/buy decisions to increase subcontracting in the EM program.

(b) Other Programs.

(i) Approach for management and development of other DOE programs at INEEL, including those sponsored by NE, NN, EE, EH, FE, DP and ER; (ii) ensuring reliable operation of the ATR, isotope production, TRA Hot Cells for NE, and SMC; and (iii) approach for infusion of new technologies to enhance schedule, cost and increase efficiencies.

Factor A-2 Laboratory Development

(a) Short- and Long-Term Laboratory Development.

(i) Assessment of and approach for execution of the INEEL Long Range Plan; (ii) Laboratory Director's function in developing the underpinning of the INEEL's science base and in focusing INEEL science and technology capabilities on the EM mission while increasing support for other regional and national missions; (iii) developing the R&D portfolio, management of LDRD, optimizing technology application; (iv) leveraging and further development of existing facilities, including ATR, IRC, and SMC; (v) proposed role in any initiatives in nuclear technology development; (vi) university R&D alliances and collaborations to expand the science base and technical training with a focus on local, regional and national institutions.

(b) Technology Leveraging

(i) Approach for commercialization of technologies through licensing, spin-offs, and other techniques via collaborative partnerships with government, industry, universities, and small businesses; (ii) and compatibility of INEEL technology programs with the offeror's corporate product lines.

Factor A-3 Environment, Safety, Health and Quality Assurance

(a) Implementing ISMS at all organizational levels on a single, site-wide, integrated basis, building on ongoing systems and programs; improving ES&H management and culture; evaluating and demonstrating achievements; and selecting and managing subcontractors from an ES&H standpoint. The offeror is reminded that Integrated Safety Management includes all aspects of environmental operations, environmental compliance, safety and health.

(b) Implementing an effective QA Program to support the multiple program needs of the INEEL on a single, site-wide, integrated basis, improving on ongoing systems and programs; selecting and managing subcontractors from a QA standpoint; and ability to support NRC licensing activities in addition to the environmental operations and laboratory development.

Business Management

Factor B-1 Management Organization

Proposed management organization, functioning as a team, and utilization of diversity to enhance effectiveness; organizational structure; integration of laboratory development with EM mission performance; key personnel selection; external (e.g., public and media) and intergovernmental communications;

employee concerns; and the Laboratory Director's function in leveraging of the R&D component towards energy and environmental missions.

(Note: Offerors should refer to the Section H Clause entitled "ESSENTIAL PERSONNEL & ORGANIZATIONAL PRACTICES AND POLICIES.")

Factor B-2 Management Systems Integration

Integration of site-wide program management, business management and support functions [e.g., work planning, safety and environmental data, procurement, human resources, legal, information resources (including Y2K), labor relations, management controls, safeguards & security, property, transportation, public affairs, external communications, and financial and accounting services].

Factor B-3 Business Approach

Achieving sound, integrated, single site-wide business objectives, which include: the offeror's teaming arrangement; business processes to enhance operational efficiency; make/buy decision process; SDB targets (extent of participation); commitment to performance-based incentives including suggested areas for additional performance-based incentives; parent organization support and commitment to the success of the INEEL, including mutually beneficial corporate investment at the INEEL.

L.6 FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a [] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR Part 700), and the Contractor will be required to follow all of the requirements of this regulation.

L.7 FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last

day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - (3) Late proposals and revisions.
 - (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and—
 - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

- (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;
 - (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
 - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
 - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand

cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
 - (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:
 - (1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any

purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];" and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

- (f) Contract award.

- (1) **The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.**
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) **The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.**
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.8 DEAR 952.211-70 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996)

Contracts or purchase orders awarded as a result of this solicitation shall be assigned a [X] DO-Rating; [] DX-Rating; and certified for national defense use in accordance with Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700).

L.9 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-award-fee performance based management contract (with innovative performance based incentive arrangements for payment of fee) resulting from this solicitation.

L.10 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.

- (7) Number of people employed by the company.
- (8) Company affiliation.

- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.11 FAR 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS (JAN 1999)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.12 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.13 FAR 52.225-13 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (MAY 1997) – ALTERNATE I (MAY 1997)

- (a) Offerors are required to comply with the requirements of Federal Acquisition Regulation (FAR) clause 52.225-15, Buy American Act--Construction Materials Under Trade Agreements Act and North American Free Trade Agreement, of this solicitation. The terms defined in FAR clause 52.225-15 have the same meaning in this provision.
- (b) An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit such request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-15.
- (c) Evaluation of offers.
 - (1) For evaluation of offers, (unless agency regulations specify a higher percentage) the Government will add to the offered price 6 percent of the cost of any foreign construction material proposed for exception from the requirements of the Buy

American Act based on claimed unreasonable cost of domestic construction materials in accordance with paragraph (b)(4)(i) of FAR clause 52.225-15.

- (2) If the evaluation of offers results in a tie between an offer including such foreign construction material excepted on the basis of unreasonable cost, as evaluated, and an offer including solely domestic construction material or other foreign construction material, listed in the solicitation at paragraph (b)(3) of FAR clause 52.225-15, or subsequently excepted in accordance with paragraphs (b)(4)(ii) or (iii) of FAR clause 52.225-15, award shall be made to the offeror that submitted the latter offer.

- (d) Alternate offers.
 - (1) When an offer includes foreign construction material not listed by the Government in the solicitation at paragraph (b)(3) of FAR clause 52.225-15, offerors also may submit alternate offers based on use of equivalent domestic construction material.

 - (2) If alternate offers are submitted, a separate Standard Form 1442 shall be submitted for each alternate offer, and a separate price comparison table, prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-15, shall be submitted for each offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception to apply.

 - (3) If the Government determines that a particular exception requested under paragraph (c) of FAR clause 52.225-15 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.
 - (i) In sealed bid procurements, any offer based on use of that particular foreign construction material shall be rejected as nonresponsive.

 - (ii) In negotiated procurements, any offer based on use of that particular foreign construction material may not be accepted unless revised during negotiations.

L.14 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

R. Jeffrey Hoyles
Contracting Officer
U S. Department of Energy
Idaho Operations Office
Procurement Services Division
MS-1221
850 Energy Drive
Idaho Falls, Idaho 83401-1563

Telephone: (208) 526-0790 or (208) 526-4512

Facsimile: (208) 526-5548 or (208) 526-5693
E-mail: hoylesrj@id.doe.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the General Accounting Office.

L.15 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.16 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

L.17 DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (APR 1984)

Offerors and prospective contractors, in accordance with applicable statutes and the Department of Energy Acquisition Regulation, have the right to request, in advance of or within 30 days after the effective date of contracting, a waiver of all or any part of the rights of the United States in subject inventions. Small business firms and domestic nonprofit organizations normally will receive the Patent Rights clause of 952.227-71 which permits the contractor to retain title to subject inventions, except in contracts for management or operation of a Government-owned research or production facility and in contracts involving exceptional circumstances or intelligence activities. Therefore, small business firms and nonprofit organizations normally need not request a waiver.

L.18 DEAR 970.5204-ZZ LIMITATION ON FEE (MONTH YEAR TBE)

For the purpose of this solicitation, fee amounts shall not exceed the total available fee allowed by the fee policy at 48 CFR 970.15404-4 or as specifically stated elsewhere in the solicitation. The Government reserves the unilateral right, in the event an offeror's proposal is selected for award, to limit: fixed fee to not exceed an amount established pursuant to 48 CFR 970.15404-4-4; and total available fee to not exceed an amount established pursuant to 48 CFR 970.15404-4-8; or fixed fee or total available fee to an amount as specifically stated elsewhere in the solicitation.

L.19 DEAR 970.5204-73 NOTICE REGARDING OPTIONS (JUN 1996)

The contract resulting from this solicitation is expected to include one or more options to extend the term of the contract. Exercise of any option to extend the term of contract will be at the unilateral right of the Department of Energy. The contractor's performance under the basic contract, including any previously exercised options, will be among the significant considerations in the Department's decision to exercise any option.

L.20 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I -- The Schedule, Part II -- Contract Clauses, and Part III, Section J -- List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections, indicated by "(To Be Determined)" will be completed prior to contract signing.

L.21 DOE ISSUING OFFICE

U. S. Department of Energy
Idaho Operations Office
Procurement Services Division
MS-1221
850 Energy Drive
Idaho Falls, Idaho 83401-1563

Point of Contact: Michael K. Barrett, Executive Secretary
Telephone: (208) 526-1958
Facsimile: (208) 526-5693
E-mail: barretmk@id.doe.gov

L.22 TIME, DATE AND PLACE OFFERS AND OTHER WRITTEN INFORMATION ARE DUE

Mailed offers and other written information shall be marked as follows:

FROM: _____

MAIL TO:

Michael K. Barrett, Executive Secretary
U. S. Department of Energy
Idaho Operations Office
Procurement Services Division
MS-1221
P. O. Box 52280
Idaho Falls, Idaho 83405-2280

SOLICITATION NO. DE-RP07-99ID13727
DUE 2:00 PM Local Prevailing Mountain Time on March 24, 1999

Handcarried offers and other written information shall be marked as follows:

FROM: _____

HAND CARRY TO:

Michael K. Barrett, Executive Secretary
U. S. Department of Energy
Idaho Operations Office
Procurement Services Division
Technical Support Annex Building (TSA) Room 135
1580 Sawtelle Street
Idaho Falls, Idaho 83402

SOLICITATION NO. DE-RP07-99ID13727
DUE 2:00 PM Local Prevailing Mountain Time on March 24, 1999

NOTE: OFFERORS HANDCARRYING OFFERS TO THE ABOVE ADDRESS MUST USE THE PHONE IN THE ENTRY TO CONTACT ONE OF THE FOLLOWING INDIVIDUALS FOR ENTRY INTO THE TSA BUILDING ON SAWTELLE. ENTRY IN THE BUILDING IS BY KEY CARD ONLY. OFFERORS MUST CALL ONE OF THE BELOW NAMED INDIVIDUALS AT LEAST 24 HOURS IN ADVANCE TO ARRANGE FOR ANY HANDCARRIED DELIVERIES.

Jeffrey Hoyles 526-4512
Michael Barrett 526-1958
Robby Scheets 526-9046

- (a) All offers and other written information are due NO LATER THAN 2:00 p.m. local prevailing Mountain Time on March 24, 1999. (CAUTION: See provision at FAR 52.215-1 describing treatment of late submissions, modifications and withdrawals of proposals.)
- (b) If the offeror elects to forward the offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation. Offers submitted by facsimile or electronic commerce methods will not be accepted.
- (c) It may not be possible to handcarry the package(s) outside of the hours 7:30 a.m. to 4:00 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

L.23 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this solicitation a small business is defined as \$5.0 million. The Standard Industrial Classification (SIC) is 8744.

L.24 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 360 calendar days after the required date for receipt of offers. Block 12 of the Standard Form 33, Solicitation, Offer, and Award, does not apply.

L.25 NUMBER OF AWARDS

Notwithstanding the reference at FAR 52.215-1(f)(6), it is anticipated that there will be two contract awards (INEEL M&O and transition) to one offeror resulting from this solicitation.

L.26 FALSE STATEMENTS

Offers and other written information must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 U.S.C. 1001.

L.27 EXPENSES RELATED TO OFFER AND OTHER WRITTEN INFORMATION

This solicitation does not commit the Government to pay any costs incurred in the submission of any offer and other written information, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.28 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation and any amendments will be posted on the Idaho Operations Office Internet Web Page at:

<http://www.id.doe.gov>

The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from the agency regarding this solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above Website to remain abreast of the latest available information.

No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.29 COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

L.30 COMMENTS OR QUESTIONS ON SOLICITATION

Offerors and interested parties are invited to submit comments and/or questions regarding this solicitation process by submitting questions via the solicitation website at <http://www.id.doe.gov>. Questions will be answered as received and answers will be posted on the web page.

L.31 NOTICE OF LABOR PROVISIONS

- (a) Offerors should note that this solicitation includes in the model contract, clauses requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$10,000 or more. (See clauses "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era" and "Affirmative Action for Workers With Disabilities").
- (b) General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

L.32 RESPONSIBLE PROSPECTIVE CONTRACTORS

- a. The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.
- b. DOE may conduct preaward surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.33 INFORMATION OF AWARD

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.34 DISPOSITION OF OFFERS AND OTHER WRITTEN INFORMATION

Offers and other written information will not be returned (except for timely withdrawals).

L.35 (RESERVED)

L.36 ALTERNATE OFFERS

Alternate offers are not solicited and will not be evaluated.

L.37 AVAILABILITY OF REFERENCED DOCUMENTS AND ORGANIZATIONAL INTERNET URL ADDRESS INFORMATION

Section L, Attachment A contains a detailed list of various available reference documents and organizational websites of interest for the offeror's information and use in connection with preparing a offer and other written information under this solicitation. Such documents can be accessed from links at the official solicitation website at:

<http://www.id.doe.gov/>

or, are available directly from the links identified in Section L, Attachment A.

Offerors are cautioned that although the list of referenced documents and organizational websites in Attachment A is comprehensive, it is not, nor was it intended to be, all-inclusive. Offerors are strongly urged to perform their own additional Internet research using these and other available links.

L.38 TRANSITION CONTRACT

A separate, cost reimbursement (no fee) contract will be awarded to the successful offeror for the anticipated 90-day period prior to 10/1/99. A model Transition Contract is provided as Section L, Attachment I. Essential elements of the transition contract are described as follows.

(a) Statement of Work

The Contractor agrees to undertake phase-in services in preparation for its assumption of full authority and responsibility for the INEEL. Such services will be performed in accordance with the terms of the contract and with directions and instructions the Contracting Officer may give from time to time.

(b) Reports

The Contractor will be required, as directed by the Contracting Officer, to submit periodic reports on the progress of transition activities.

(c) Allowable Costs

The Contractor will be reimbursed all costs allowable pursuant to the Section I Clause entitled DEAR 970.5204-13 Allowable Cost and Fee (Management and Operating Contracts), as supplemented by DEAR Part 931. It is anticipated that an advance understanding with respect to certain costs, such as travel while in temporary duty status, will be necessary.

L.39 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR

No contacts with employees of the current incumbent contractor are permitted for the purpose of seeking procurement sensitive information relating to this solicitation. Contacts with employees regarding future employment are permitted; however, such contacts, interviews, etc., must take place outside the normal working hours of such employees. Any "sign-on" bonuses offered or paid to incumbent contractor employees by the offerors, as an employment inducement, will not be reimbursed as an allowable cost under this contract.

L.40 CLASSIFIED MATERIAL

Performance under the proposed contract may involve access to classified material. Therefore, the offeror will be required to obtain necessary security clearances for personnel who will have access to classified material.

L.41 OFFEROR INTENTION TO SUBMIT AN OFFER

Complete the following and return VIA E-MAIL to the address below within fifteen days of the official release date of the solicitation.

Solicitation Number DE-RP07-99ID13727

____ We do intend to submit an offer.

____ We do not intend to submit an offer for the following reasons:

Name and Address of Firm or Organization (Include Zip Code):

(Include information on significant teaming partners and/or major subcontractors)

Authorized Signature: _____

Typed or Printed Name and Title: _____

Date: _____

NOTE: No other solicitation material should be returned if firms do not intend to submit an offer.

E-Mail To: U. S. Department of Energy
Idaho Operations Office
ATTN: Michael K. Barrett, Executive Secretary
E-Mail: barretmk@id.doe.gov

L.42 REQUIREMENT FOR GUARANTEE OF PERFORMANCE

The successful offeror is required by other provisions of this solicitation to organize a dedicated business unit to carry out the work under the contract to be awarded as a result of this solicitation. The successful offeror will be required, as part of the determination of responsibility of the newly organized, dedicated business unit and as a condition of the award of the contract to that entity, to furnish a guarantee of that entity's performance. That guarantee of performance must be satisfactory in all respects to the Department of Energy.

In order to consider the financial or other resources of the parent corporate entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective contractor and to assume all contractual obligations of the prospective contractor.

L.43 MODEL PERFORMANCE GUARANTEE AGREEMENT

The model Performance Guarantee Agreement to support the requirement of the Section L provision entitled REQUIREMENT FOR GUARANTEE OF PERFORMANCE is at Section L, Attachment G.

L.44 OFFEROR QUESTIONS

Offerors should submit any solicitation issues/questions/comments via the solicitation website to DOE-ID by 4:00 p.m. prevailing Mountain Time on February 17, 1999. This will allow DOE the opportunity to consider whether any questions or comments warrant an amendment to the solicitation and/or to make any required information available to all offerors.

Questions should be submitted electronically in writing via the "Question Submittal Form" item at the solicitation website:

<http://www.id.doe.gov>

Answers will be posted on this website.

L.45 LIST OF ATTACHMENTS TO SECTION L

<u>Attachment</u>	<u>Title</u>
A	Referenced Documents And Organizational Internet URL Address Information
B	Key Personnel Resume Format
C	Offeror Experience and Past Performance Reference Information Worksheet and Questionnaire
D	Instructions for Small Business Subcontracting Plan
E	ES&H Past Performance Information Form
F	INEEL Funding Profile and Supplemental Information
G	Model Performance Guarantee Agreement
H	Management Structure Proposed Cost Schedule
I	(Reserved)
J	Model Transition Contract